



REFERENCE NUMBER: CT2137/2020

Tender for Testing Services for Pesticide Single and Multi-Residue Testing, in and on food of plant and animal origin.

This project is being financed through local budget

IMPORTANT:

- No Bid Bond is requested for this tender.

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# SECTION 1 - INSTRUCTIONS TO TENDERERS

## 1. General Provisions

- 1.1 The subject of this tender is **Testing Services for Pesticide Single and Multi-Residue Testing, in and on food of plant and animal origin.**
- 1.2 The place of acceptance of the services/supplies/works shall be MCCA, Mizzi House, National Road, Blata l-Bajda HMR9010, the time-limits for the execution of the contract shall be (36) thirty six months, and the INCOTERM<sup>2010</sup> applicable shall be **Delivery Duty Paid (DDP).**
- 1.3 The Estimated Procurement Value for this Call for Tenders has been based on comprehensive research including appropriate financial analysis. In the context of this procurement, the Estimated Procurement Value, based on market research, is that of € 375,000.00 excluding VAT.

The purpose of this value shall be the guidance of prospective bidders when submitting their offer and is not to be considered as a binding capping price.

Therefore, the published Estimated Procurement Value is not restrictive and final on the Contracting Authority. Economic Operators are free to submit financial offers above or below the Estimated Procurement Value. *However*, the Contracting Authority reserves the right to accept or reject Financial Offers exceeding the Estimated Procurement Value.

## 2. Timetable

|                                                                                                                                                                                                                  | DATE                           | TIME  |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------|-------|
| Deadline for request for any additional information from the Contracting Authority.<br>Clarifications by registered users to be sent online through <a href="http://www.etenders.gov.mt">www.etenders.gov.mt</a> | 23 <sup>rd</sup> November 2020 | 09:30 |
| Last date on which additional information can be issued by the Contracting Authority                                                                                                                             | 27 <sup>th</sup> November 2020 | 09:30 |
| Deadline for Submission of Tenders<br>(unless otherwise modified in terms of Clause 10.1 of the General Rules Governing Tendering)                                                                               | 8 <sup>th</sup> December 2020  | 09:30 |
| Tender Opening Session<br>(unless otherwise modified in terms of Clause 10.1 of the General Rules Governing Tendering)                                                                                           | 8 <sup>th</sup> December 2020  | 10:00 |

\* All times Central European Time (CET)

## 3. Lots

- 3.1 This tender is not divided into lots, and tenders must be for the whole of quantities indicated. Tenders will not be accepted for incomplete quantities. All samples being tested shall be tested by the same accredited laboratory which satisfies the Contracting Authority's requirements. The contracting Authority shall manage the samples collectively (plant based, meat based and dairy based) when delivering them to the Contractor, therefore it is not financially feasible for the

Contracting Authority to deliver the samples to multiple Contractors. This also applies with respect to the laboratory audit visit costs (as per Clause 16.4 in the Special Conditions) incurred by the Contracting Authority.

#### **4. Clarification Meeting/Site Visit/Workshop**

- 4.1 No clarification meeting/site visit is planned.
- 4.2 The last date on which the Contracting Authority (CA) shall issue a clarification as indicated in the table found at clause 2.

#### **5. Selection and Award Requirements**

In order to be considered eligible for the award of the contract, economic operators must provide evidence that they meet or exceed certain minimum criteria described hereunder.

##### **(A) Eligibility Criteria**

Economic Operators are to complete the Eligibility Section through the tender response format  
(Note 2)

##### **(B) Exclusion (including Blacklisting) and Selection Criteria - information to be submitted through the European Single Procurement Document (ESPD) in the tender response format** (Note 2)

The Exclusion (including Blacklisting) criteria are to be completed by the Economic Operator in the ESPD (Tender response format) under Part III titled 'Exclusion Grounds' which includes the following:

- A. Grounds relating to Criminal Convictions
- B. Grounds relating to the payment of taxes or social security contributions
- C. Grounds relating to insolvency, conflicts of interests or professional misconduct
- D. Purely national exclusion grounds

Kindly note that the ESPD tender response format is pre-populated by the system. It is the Economic Operator's responsibility to ensure that the correct information is reflected in the ESPD tender response format for the above criteria.

Selection Criteria requirements are to be completed by the Economic Operator in the ESPD (Tender response format) under Part IV titled 'Selection Criteria' which includes the following: (Note 2)

(a) **Suitability**(Note 2)

Not Applicable

(b) **Economic and Financial Standing**(Note 2)

Not Applicable

(c) **Technical and Professional Ability**<sup>(Note 2)</sup>

**Subcontracting Proportion**

Provide data concerning subcontractors and the percentage of works to be subcontracted. This information shall be included in the online ESPD form in Part IV: Selection criteria - Technical and professional ability.

Any subcontractor proposed and disclosed at this stage shall be evaluated in line with the Exclusion and Blacklisting Criteria as per these Instructions to Tenderers. Furthermore, if the sub-contractor is relied upon by the Contractor to meet the standards established in the selection criteria, apart from submitting the relevant commitments in writing, such reliance will be evaluated to verify its correctness and whether in effect these criteria are satisfied.

It is being understood that if the information being requested regarding sub-contracting is left empty, it will be assumed that no sub-contracting will take place (0% subcontracting).

(d) **Quality Assurance Schemes and Environmental Management Standards**<sup>(Note 2)</sup>

Not Applicable

It is the Economic Operator's responsibility to ensure that the correct information is reflected in the ESPD tender response format for the above criteria.

**(C) Specifications**

(i) **Tenderer's Technical Offer** in response to specifications to be submitted online through the prescribed Tender Response Format and by using the Tender Preparation Tool provided.  
<sup>(Note 3)</sup>

a) **Tenderer's Technical Offer (Organisation and Methodology)** <sup>(Note 3)</sup>

b) **Key Experts Form, the Statement of Availability Form, the Self-declaration form for Key Experts (relating to public employees) and CVs** <sup>(Note 2)</sup>

The key experts shall include the following or delegates as applicable:

- Laboratory personnel responsible for the conduct of the analysis
- Laboratory personnel responsible for the confirmation and communication of the results supporting the analysis
- Laboratory personnel responsible for the operation and administration of the laboratory section supporting the requested analysis.

(ii) **Literature** as per Form marked 'Literature List' to be submitted with the Technical offer at tendering stage. Alternatively, an Economic Operator can quote a reference number under which he/she has already supplied items so that there would be no need to submit literature. <sup>(Note 2)</sup>

#### **(D) Financial Offer**

- (i) A financial offer calculated on the basis of **Delivered Duty Paid (DDP) (Grand Total)** for the services tendered as per Tender Response Format. <sup>(Note 3)</sup>
- (ii) A filled-in Financial Bid Form (as per document available to download online from [www.etenders.gov.mt](http://www.etenders.gov.mt)) as per Tender Response Format. <sup>(Note 3)</sup>  
**In case of any discrepancy between the information provided in the Financial Bid Form and the grand total in the tender response format (xml tender structure), the latter shall prevail. This condition shall not apply to the financial bid forms constituting of a Bill of Quantities (BoQ) or financial bid forms where the total can be arithmetically worked out and corrected as necessary and where applicable.**

#### **Notes to Clause 5:**

- 1. Tenderers will be requested to clarify/rectify, within five (5) working days from notification, the tender guarantee only in the following four circumstances: incorrect validity date, and/or incorrect value, and/or incorrect addressee and incorrect name of the bidder. Rectification in respect of the Tender Guarantee (Bid Bond) is free of charge.*
- 2. Tenderers will be requested to either clarify/rectify any incorrect and/or incomplete documentation, and/or submit any missing documents within five (5) working days from notification.*
- 3. No rectification shall be allowed. Only clarifications on the submitted information may be requested.*

Requests for Clarifications and/or Rectifications concerning a previous request dealing with the same shortcoming shall not be entertained.

### **6. Criteria for Award**

- 6.1 The sole award criterion will be the price. The contract will be awarded to the tenderer submitting the cheapest priced offer satisfying the administrative and technical criteria.

## SECTION 2 - SPECIAL CONDITIONS

These conditions amplify and supplement, if necessary, the General Conditions governing the contract. Unless the Special Conditions provide otherwise, those General Conditions remain fully applicable. The numbering of the Articles of the Special Conditions is not consecutive but follows the numbering of the Articles of the General Conditions. Other Special Conditions may be indicated afterwards.

### *Article 2: Notices and Written Communications*

#### 2.4 Director Finance

Mizzi House, National Road  
Blata l-Bajda HMR9010  
[procurement.mccaa@mccaa.org.mt](mailto:procurement.mccaa@mccaa.org.mt)

+356-23952135

### *Article 5: Supply of Information*

#### 5.1 As per General Conditions.

### *Article 6: Assistance with Local Regulations*

#### 6.1 As per General Conditions.

### *Article 7: General Obligations*

#### 7.12 The Contractor shall, within 15 calendar days of receipt of the contract, sign and date the contract and return it together with a copy of the Performance Guarantee. The Contractor is further obliged to forward the original performance guarantee to the Contracting Authority. The Contract will not be endorsed by the Contracting Authority/Central Government Authority until the performance guarantee is submitted. The amount of the guarantee shall be 4% where the amount of the total contract value is between €10,000 and €500,000 ex VAT and 10% where the amount of the total contract value is €500,000 or above.

Where the contract is a Framework Contract, or when a contract is awarded to one contractor over a period of years for recurrent services, the Performance Guarantee may cover the yearly/annual total contract value, which means that the performance guarantee is calculated on the total contract value, and then divided by the number of years covered by the contract.

Economic Operators have the possibility to provide the Contracting Authority with a Single Bond covering the performance guarantees for all the contracts with the same Contracting Authority. If an additional contract is awarded to a given contractor, which results in an

economic operator's current cumulative contracts value to go beyond the contract value range currently covered by the Single Bond, the contractor is to be requested to; either submit a separate Performance Guarantee for the additional contract; or else submit a new Single Bond to cover the new total contracts value or submit an amendment to the original Single Bond specifying the new amount. If an Economic Operator chooses to make use of the Single Bond, he must submit a letter from the respective Contracting Authority specifying that the amount of the Single Bond covers the new Contract, otherwise the new Contract Agreement would not be signed.

- 7.15 Performance Guarantee shall be released within 30 days of the signing of the provisional acceptance certificate.

### ***Article 13: Medical, Insurance and Security Arrangements***

- 13.2 Further to the provisions of the General Conditions, the Contractor shall submit a copy of a valid Employer's Liability Insurance. This policy is to cover all employees assigned to this contract against any loss, damage, death or bodily injury which may occur to any person, which may arise out of the performance of the Services or in connection with the requested services in this tender, as a consequence of negligence, breach of statutory duty, omission or default of the part of the Contractor, or any person for whom the Contractor is responsible, including, without limitation, the Contractor's personnel and any sub-contractors. Such insurance shall be for a limit of not less than €20,000 (twenty thousand euro) per occurrence with unlimited number of occurrences and shall include a cross liability clause such that the insurance shall apply to the Contractor and the Contracting Authority as separate insured entities.

The contractor shall effect and maintain insurance against any losses and claims arising from loss or damage to property of from the death or injury to any person employed by the Contractor or any of its Sub-contractors, in such manner that the Contracting Authority and the Contracting Authority's Representative are indemnified under the policy of insurance. In relation to sub-contractors' employees, such insurance may be effected by the relevant sub-contractor, but the contractor shall be responsible to ensure full compliance.

- 13.3 As per General Conditions.

### ***Article 14: Intellectual and Industrial Property Rights***

- 14.3 As per General Conditions

### ***Article 15: Scope of the Services***

- 15.1 The scope of the services is defined in Section 3 (Terms of Reference).
- 15.5 Not Applicable

### ***Article 16: Personnel and Equipment***

- 16.4 Further to the provision of the General Conditions the Contracting Authority shall be granted accessibility to the laboratory, office premises and facilities of the contractor/subcontractors to perform inspections and/or audits during the term of the contract .

### ***Article 18: Execution of the Contract***



- 18.1 The Performance of the contract shall commence from the order to start service. Such order to start shall be issued not more than 30 days from the date of the last signature of the contract.
- 18.2 The Performance period of the contract shall be of (36) thirty-six months from the order to start service.

***Article 19: Delays in Execution***

- 19.2 A daily penalty of one hundred euro(€100) shall be charged to the Contractor if there is failure to satisfactorily provide the requested service as stipulated in this Contract, and/or if the Contracting Authority finds that the quality of the services offered by the Contractor is found as unsatisfactorily(including reports, results, communication and commitment) and/or if the Contractor breaches any of the conditions stipulated in this contract. In such case the Contractor will be issued with a notification warning letter, notifying the Contractor of the breach of contract requesting immediate remedial action within three(3) working days from the notification.

The Daily penalty shall be up to a maximum aggregate total of 20% of the total contract value.

***Article 20: Modification of the Contract***

- 20.2 As per General Conditions.
- 20.5 Not applicable
- 20.6 Not applicable

***Article 24: Interim and Final Progress Reports***

- 24.1 Not applicable.

***Article 26: Payments and Interest on Late Payment***

- 26.1 Further to the provisions of the general conditions, the contracting authority shall settle the invoices presented by the contractor within 30 days from receipt of invoice and final test report.
- 26.2 As per General Conditions.

***Article 27: Pre-Financing Guarantee***

- 27.2 Not applicable.
- 27.5 Not applicable.

***Article 30: Revision of Prices***

- 30.1 As per General Conditions
- 30.5 As per General Conditions

**Article 32: Breach of Contract**  
*As per General Condition*

## SECTION 3 - TERMS OF REFERENCE (Note 3)

### TERMS OF REFERENCE

Where in this tender document a standard, brand or label is quoted, it is to be understood that the Contracting Authority will accept equivalent standards, brands or labels. However, it will be the responsibility of the respective bidders, at tendering stage, to prove that the standards, brands or labels they quoted are equivalent to the standards requested by the Contracting Authority.

#### **1. Background Information**

##### **1.1 - Beneficiary Country**

Malta.

##### **1.2 - Central Government Authority**

Department of Contracts.

##### **1.3 - Contracting Authority**

Malta Competition and Consumer Affairs Authority (MCCAA)

##### **1.4 - Relevant Country Background**

In fulfilment of the obligations set in the provisions of the Regulations concerning Official Controls, Malta, as a Member State of the European Union, has an obligation to conduct testing on food commodities to verify compliance with regulations where plant protection products are used and ensure consumer protection.

Considering the geographic characteristics of Malta, namely that of being an island, commodity samples are required to be transported to the testing site in the shortest time frame possible and by means which do not allow the test results to be vitiated due to decomposition of any active substance residues present within the sample commodity. In this regard, the commodity samples are required to reach the testing site in a frozen state. Quick and efficient transportation and delivery times, from the moment the commodity samples leave the MCCAA to the time they arrive at the testing site are of utmost importance.

##### **1.5 - Current State of Affairs in the Relevant Sector**

This contract covers the testing of commodity samples, elevated from the market in line with the provisions of Regulation (EC) 396/2005 and any subsequent amendments for the levels of plant protection products in food commodities in fulfilment of the provisions of Official Controls in line with Regulation (EU) 2017/625.

Samples are elevated in accordance to internal procedures dictated by the MCCA in fulfilment of controls on the use of plant protection products.

Samples, for which, for a number of commodities the state of receipt of the sample will be that in the frozen state, will be delivered to the testing site in sealed, marked units. The testing site is required to ensure traceability of the process involved between the receipt of the samples and the delivery of the results to the MCCA.

Apart from traceability, accreditation in the relevant sector, confidentiality and participation in the applicable proficiency testing programme in clause 2.2.(Specific Objectives) are mandatory.

Lead time between delivery to, and receipt of samples by the testing site and the delivery of the issued results to the MCCA are taken into consideration and require that there are no undue delays to support an efficient control process.

In the event of cases of infringement, the presence of testing site personnel shall be required in Malta to give witness in the law courts, if requested to do so by the Director General of the Technical Regulations Division of the Malta Competition and Consumer Affairs Authority.

#### **1.6 - Related Programmes and Donor Activities**

No such links are currently present.

## **2. Contract Objectives and Expected Results**

### **2.1 - Overall Objectives**

The overall objective is the testing Services for Pesticide Single and Multi-Residue Testing, in food of plant and animal origin.

### **2.2 - Specific Objectives**

The specific object of this tender is that for the Provision of Testing Services for Pesticide Multi-Residue Testing in and on food of plant and animal origin for the years 2020-2023 as per Commission Implementing Regulation (EU) 2019/533 of 28<sup>th</sup> March 2019 concerning a coordinated multiannual control programme of the Union for 2020, 2021 and 2022 to ensure compliance with maximum residue levels of pesticides and to assess the consumer exposure to pesticide residues in and on food of plant and animal origin and subsequent amendments and regulations in view of the repeal of the current. In addition, supplementary commodity samples may also be required to be tested in view of the MCCA's national monitoring programme supporting the controls on the use of plant protection products.

The Testing Laboratory whose tender will be accepted shall be accountable to the MCCA and shall be expected to work in close collaboration with appointed officials of the MCCA. The Testing Laboratory whose tender will be accepted shall support accreditation and participate in proficiency tests in line with the provisions of Regulation (EC) No 396/2005 of the 23<sup>rd</sup> February 2005 on maximum residue levels in or on food and feed of plant and animal origin and Regulation (EC) 2017/625 of the 15<sup>th</sup> March 2017 on official controls and other official activities performed to ensure the application of food and feed law, rules on animal health and welfare, plant health and plant protection products and subsequent amendments thereof.

### **2.3 - Results to be achieved by the Consultant**

Provision of the test report documentation/certification supporting the testing carried out on the samples as specified above in the Contract Objectives and Expected Results

## **3. Assumptions and Risks**

### **3.1 - Assumptions Underlying the Project Intervention**

Not Applicable

### **3.2 - Risks**

Inability to enforce noncompliance in cases where traceability is not adequately supported resulting in restrictions to proper action such cases of infringement. This would impart negative aspects towards consumer protection.

## **4. Scope of the Work**

### **4.1 - General**

#### **4.1.1 Project Description**

Conduct of testing Services for Pesticide Single and Multi-Residue Testing, in food of plant and animal origin as specified in Section 2, in-line with the provisions of Commission Implementing Regulation (EU) 2019/533 of 28<sup>th</sup> March 2019 concerning a coordinated multiannual control programme of the Union for 2020, 2021 and 2022 to ensure compliance with maximum residue levels of pesticides and to assess the consumer exposure to pesticide residues in and on food of plant and animal origin and subsequent amendments and regulations in view of the repeal of the current. In addition, supplementary commodity samples may also be required to be tested in view of the MCCAAs national monitoring programme supporting the controls on the use of plant protection products The Testing Services are sought for the years 2020-2023.

*The maximum number of samples requiring testing per annum will be approximately 250 and will be split evenly along the year. Samples will be elevated by the MCCAAs and made available for testing to the Testing Laboratory whose tender will be accepted on a bimonthly or monthly basis as agreed with the Testing Laboratory whose tender will be accepted.*

*The amount of 154 samples will be directly linked as per the provisions of Regulation (EU) 2019/533 and subsequent Regulations covering the period 2020-2023, while the remaining samples will be planned according to the requirements of the national programme.*

*As an indication for the national programme, please note that the weight for the below 3 categories will be as follows:*

- *Plant based - 78%*
- *Meat based - 16%*
- *Dairy based - 6%*

*The above figures and weightings are indicative, and the Contracting Authority may provide a maximum variance on each line item set at +/-10%. The supplier should cater for this eventuality in advance.*

Upon completion of testing and confirmation of the test results in line with the provisions of the afore mentioned Regulations, signed confirmed results for each sample traceable to the sample of reference elevated by the MCCCCAA in English, shall be forwarded to the MCCCCAA within 3-10 days defining:

- the results for each defined detected residue
- laboratory limit of quantification and/or detection, Reporting limit and MRL reference in line with the aforementioned Regulations for each defined detected residue
- method parameters/ codes
- date of receipt, date of analysis start and end
- internal sample reference traceable to the MCCCCAA unique sample code
- conclusive judgement for the results obtained in line with the aforementioned Regulations for each defined detected residue
- image of the sealed sample as a whole with the MCCCCAA unique sample code visible

**4.1.2 Geographical Area to be covered**  
The Maltese Islands

**4.1.3 Target Groups**  
The Maltese Consumer.

#### **4.2 - Specific Activities**

Multi-residue pesticides testing of the commodity samples forwarded by the MCCCCAA as specified in Section 2.2. and under the accreditation and proficiency requirements specified in Section 2.2.

#### **4.3 - Project Management**

##### **4.3.1 Responsible Body**

Technical Regulations Division (TRD) within the MCCCCAA under the direction of the Director General TRD.

##### **4.3.2 Management Structure**

Describe the management structure of the final beneficiary, including all relevant decision-making processes which may be involved in managing this project. Include information on the basic management structure of the project (eg, Project Management Unit, Steering Group) and project planning. Identify those decisions which may be taken by the Project Manager alone (as identified in the Special Conditions) and those which he/she must refer, for example, to a more senior colleague or project steering committee.

##### **4.3.3 Testing Facilities to be provided by the Contractor**

## **5. Logistics and Timing**

### **5.1 - Location**

Testing is required at the contractor's testing site.

### **5.2 - Commencement Date & Period of Execution**

The intended commencement date is 30days from the date of the last signature of the contract, and the period of execution of the contract will be (36) thirty-six months from the issuance of the Order to Start.

Article 18.1 of the Special Conditions will determine the actual commencement date and period of execution.

## **6. Requirements**

### **6.1 - Personnel and Key Experts**

- Laboratory personnel responsible for the conduct of the analysis
- Laboratory personnel responsible for the confirmation and communication of the results supporting the analysis
- Laboratory personnel responsible for the operation and administration of the laboratory section supporting the requested analysis.

#### **6.1.1 Other Experts**

The technical competences of the Experts carrying out tests and signing test certificates are to be covered in the scope of Accreditation of the Laboratory.

The Consultant shall select and hire other experts to carry out the works required according to the technical offer provided.

All experts must be independent and free from conflicts of interest in the responsibilities accorded to them.

The selection procedures used by the Consultant to select these other experts shall be transparent, and shall be based on pre-defined criteria, including professional qualifications, language skills and work experience. The findings of the selection panel shall be recorded. The selection of experts shall be subject to approval by the Contracting Authority.

#### **6.1.2 Support Staff and Backstopping**

Not Applicable

### **6.2 - Accommodation**

*Not Applicable*

### **6.3 - Equipment**

Applicable laboratory equipment to carry out the accredited testing as specified in Section 2.2.

## **7. Reports**

### **7.1 - Reporting Requirements**

Test report documentation/certification supporting the testing carried out on the samples fulfilling the requirements specified in Section 2.2 shall be forwarded within the time frames specified in the same Section.

### **7.2 - Submission & Approval of Progress Reports**

2 copies of the progress reports referred to above must be submitted to the Project Manager identified in the contract. The progress reports must be written in English. The Project Manager is responsible for approving the progress reports.

## **8. Monitoring and Evaluation**

### **8.1 - Definition of Indicators**

Not Applicable

### **8.2 - Special Requirements**

In the event of cases of infringement, the presence of testing site personnel shall be required in Malta to give witness in the law courts, if requested to do so by the Director General of the Technical Regulations Division of the Malta Competition and Consumer Affairs Authority as specified in Section 1.5. The tenderer has to indicate the costs relative to such travelling excluding the flights and lodging. Costs shall cover 1 day in Malta and shall be stated separately in the tender. The responsible official representing the tenderer shall be fluent in written and spoken in any one of the official languages recognised in Malta.



## SECTION 4 - SUPPLEMENTARY DOCUMENTATION

### ***4.1 - Draft Contract Form***

### ***4.2 - Glossary***

### ***4.3 - Specimen Performance Guarantee***

### ***4.4 - Specimen Tender Guarantee (Bid Bond) - where applicable***

### ***4.5 - Specimen Pre-Financing Guarantee - where applicable***

### ***4.6 - Specimen Retention Guarantee - where applicable***

These are available to view and download from the 'Resources Section' at: [www.etenders.gov.mt](http://www.etenders.gov.mt).

### ***4.7 - General Conditions of Contract***

The full set of General Conditions for Works Contracts (Version 4), for Supplies Contracts (Version 4) and for Services Contracts (Version 4) can be viewed/downloaded from the 'Resources Section' at: [www.etenders.gov.mt](http://www.etenders.gov.mt)

It is hereby construed that the tenderers have availed themselves of these general conditions, and have read and accepted in full and without reservation the conditions outlined therein, and are therefore waiving any standard terms and conditions which they may have.

These general conditions will form an integral part of the contract that will be signed with the successful tenderer/s.

### ***4.8 - General Rules Governing Tendering***

The contents of this procurement document complement the latest version of the General Rules Governing Tenders applicable on the date of the publication of this tender, the Terms of Use and the Manual for Economic Operators applicable to Government's e-Procurement Platform (available from the Resources section of [www.etenders.gov.mt](http://www.etenders.gov.mt)).

